

THE HONORABLE LAUREN KING

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

LEO'S WELDING and FABRICATION, LLC,
a Washington limited liability company

Plaintiff,

v.

HANNAH, Official Number 1067457, her
machinery, engines, equipment, cargo
appurtenances, *in rem* and SAYAK LOGISTICS,
LLC, a Alaska limited liability company dba
NORTHLINE SEAFOODS *in personam*;

Defendants.

IN ADMIRALTY

NO. 2:25-cv-00625 MLP

DECLARATION OF BUCK FOWLER JR. IN
SUPPORT OF MOTION TO APPOINT
SUBSTITUTE CUSTODIAN

(28 U.S.C. § 1746)

BUCK FOWLER, JR., pursuant to 28 U.S.C. § 1746, declares that he is over eighteen years of age and make the following declaration based upon my personal knowledge.

1. I am the Managing Member of Marine Lenders Services, LLC, with offices at 5350 30th Avenue NW, Seattle, Washington. I have experience as a vessel owner, operator, and broker, and I have served as the U.S. Marshal's substitute custodian for vessels under arrest in this District.

DECLARATION OF BUCK FOWLER, JR. -1
Case No. 2:25-CV-00625 LK

ZUANICH LAW PLLC
U.S. Bank Center
1420 5th Avenue, Suite 2200
Seattle, WA 98101
Ph: 206.829.8415

1 2. I have read Local Admiralty Rule 135 pertaining to the custody of property and
2 have knowledge of and experience with care of property of the type to be arrested.

3 3. I am not a party to this action and have no interest in the outcome of this action in
4 which the defendant vessel HANNAH, O.N. 1067457 will be under arrest.

5 4. I am also familiar with the defendant vessel, at least to the extent of her size, type,
6 construction material, and apparent condition. I have access to adequate facilities and
7 supervision for the vessel and can safely keep the same in place of the United States Marshal
8 during the pendency of suit herein and until further Order of the Court. I will provide legal
9 liability insurance and perform the normal and customary custodial services for said vessel,
10 including attending mooring lines, bilge pumping as necessary, and providing locks and security,
11 and guarding during their custodianship at a charge of \$2,500 for the first 10 days and \$600 / day
12 thereafter for the HANNAH, O.N. 1067457. An additional fee of \$1,146 per month will be
13 charged for substitute custodian legal liability insurance. For the arrest, consulting and making
14 an inventory of the vessel, Marine Lenders Services, LLC will bill at \$290 / hour. For securing
15 the vessel, Marine Lenders Services, LLC will bill at \$290 / hour plus materials and expenses. If
16 not paid directly by one of the parties, I will charge moorage at the rate currently charged at its
17 present location. [Plaintiff has advised me the vessel was recently relocated from the
18 Bellingham Shipping Terminal to the Fairhaven Shipyard, 201 Harris Avenue, Bellingham,
19 Washington.] The total charge for said services will be less than those charged by the United
20 States Marshal for providing such services through professional keepers. I will provide these
21 services and keep the vessel secured at her current location, unless I determine that the vessel
22 should be moved in order to safeguard and protect the vessel, or minimize expenses and/or
23 maximize the sale price of the vessel. In the event the vessel needs to be moved, I will notify the
24 U.S. Marshal's office prior to movement and when it has been secured.

25 5. I am a beneficiary of the attached Marine General Insurance Policy issued by
Travelers Insurance (Policy No. OMH254311105) with limits of \$2,000,000 for damage
sustained by third parties due to negligence committed during said custody, and plaintiff further

DECLARATION OF BUCK FOWLER, JR. -2
Case No. 2:25-CV-00625 LK

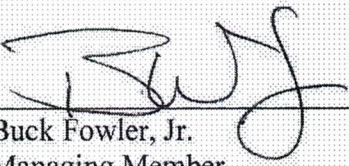
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1420 5th Avenue, Suite 2200
Seattle, WA 98101
Ph: 206.829.8415

1 agrees to hold harmless and indemnify the United States and the United States Marshal from any
2 and all claims whatsoever arising out of the substitute custodian's possession and safekeeping.

3 6. Further, I agree to accept substitute custodianship of the defendant vessel, her
4 engines, machinery, and appurtenances, etc., in accordance with the order appointing substitute
5 custodian.

6 I declare under penalty of perjury under the laws of the State of Washington that this
7 declaration is true and correct.

8 Executed this 23rd day of April, 2025, at Seattle, Washington.

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10 
11 Buck Fowler, Jr.
12 Managing Member
13 Marine Lenders Services, LLC
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DML Insurance Services, Inc. 4005 20th Ave W Ste 132 Seattle, WA 98199	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Febe Ramirez</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (206) 838-9077</td> <td>FAX (A/C, No): (206) 838-9076</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: framirez@dmlinsurance.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : Travelers Property Casualty</td> <td>NAIC #</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: Febe Ramirez		PHONE (A/C, No, Ext): (206) 838-9077	FAX (A/C, No): (206) 838-9076	E-MAIL ADDRESS: framirez@dmlinsurance.com		INSURER(S) AFFORDING COVERAGE		INSURER A : Travelers Property Casualty	NAIC #	INSURER B : Travelers Indemnity Company	25658	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURED Marine Lenders Services, LLC DBA: Waypoint Marine; Waypoint Boats & Motors; Birchard Age 5350 30th Ave NW Ste C Seattle, WA 98107-																					

COVERAGES **CERTIFICATE NUMBER:** 00001828-250314143103 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ZOL-16P99278	02/26/2025	02/26/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Defense Expenses \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-A7369993	02/26/2025	02/26/2026	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZOB-91N87604	02/26/2025	02/26/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Marina Operators Leg Vessel Custodial leg			ZOL-16P99278	02/26/2025	02/26/2026	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as additional insured with respect to the above captioned general liability per terms/conditions of actual policy & by written contract.

Re: Contract as Substitute Custodian for the US Marshal for vessels that are under arrest by the US Marshal.

Protection and Indemnity limit \$1,000,000

CERTIFICATE HOLDER

U.S. Marshals Service
700 Stewart Street Suite 9000
Seattle, WA 98101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Febe Ramirez

(FMR)

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